

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

16 ORANGE COUNTY COASTKEEPER, a
17 California non-profit corporation,

18 Plaintiff,

19 vs.

20 ALLOY DIE CASTING CO., a
21 corporation,

22 Defendant.

23 Civil Case No. 8:22-cv-01072-FWS-JDE

24 **CONSENT DECREE**

25 **(Federal Water Pollution Control Act,
26 33 U.S.C. § 1251 et seq.)**

CONSENT DECREE

The following consent decree (“Consent Decree”) is entered into by and between Plaintiff Orange County Coastkeeper (“Plaintiff” or “Coastkeeper”), and Alloy Die Casting Co. (“Defendant” or “ADC”). Plaintiff and Defendant are each an individual “Settling Party” and collectively the “Settling Parties.”

WHEREAS, Coastkeeper is a non-profit public benefit corporation;

WHEREAS, Coastkeeper is dedicated to the preservation, protection, and restoration of the environment, the wildlife and the natural resources of all waters of California, including the Santa Ana River and its tributaries;

WHEREAS, Defendant operates an aluminum die-casting manufacturing facility located at 6550 Caballero Blvd., Buena Park, California 90620 (the “Facility”);

WHEREAS, the Standard Industrial Classification (“SIC”) code applicable to the Facility is 3363 (Aluminum Die-Castings);

WHEREAS, Coastkeeper alleges that Defendant's operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, Coastkeeper alleges that discharges from the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ, as amended by Order No. 2014-0057-DWQ, as amended by Order No. 2015-0122-DWQ, as subsequently amended by Order 2018-0028-DWQ (effective July 1, 2020) (collectively, as amended, and as may be subsequently amended from time to time, the “Storm Water Permit” or the “Permit”), issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (the “Clean Water Act” or the “CWA”);

WHEREAS, Coastkeeper alleges that the Permit requires all permittees, including Defendant, to comply with, *inter alia*, the following mandates: (1) develop and implement a storm water pollution prevention plan (“SWPPP”) and a storm water monitoring

1 implementation plan (“MIP”), (2) control pollutant discharges using, as applicable, best
2 available technology economically achievable (“BAT”) or best conventional pollutant
3 control technology (“BCT”) to prevent or reduce pollutants through the development and
4 application of Best Management Practices (“BMPs”), which must be included and updated
5 in the SWPPP, (3) when necessary, implement additional BMPs to reduce and eliminate
6 discharges as necessary to comply with any and all applicable receiving water limitations
7 and/or other requirements set forth in the Permit, including as of July 1, 2020, compliance
8 with the Permit’s water-quality based numeric effluent limits (“NELs”), and (4)
9 implement a monitoring and reporting program designed to assess compliance with the
10 Permit;

11 **WHEREAS**, Coastkeeper alleges that on March 22, 2022, Coastkeeper sent a 60-
12 day notice letter (the “Notice Letter”) to Defendant, Sanders Real Estate LLC, its
13 registered agents, the Administrator of the United States Environmental Protection
14 Agency (“EPA”), the Executive Director of the State Water Resources Control Board (the
15 “State Water Board”), the Executive Officer of the Santa Ana Regional Water Quality
16 Control Board (the “Regional Water Board”), and the Acting Regional Administrator of
17 EPA Region IX, alleging violations of the Storm Water Permit and the Clean Water Act
18 at the Facility;

19 **WHEREAS**, on May 27, 2022, Coastkeeper filed a complaint against Defendant
20 (the “Complaint”) in the United States District Court, Central District of California (Civil
21 Case No. 8:22-cv-01072-FWS-JDE) (hereinafter, the “Action”);

22 **WHEREAS**, Coastkeeper alleges Defendant is violating the substantive and
23 procedural requirements of the Permit and the Clean Water Act;

24 **WHEREAS**, Defendant denies each of Coastkeeper’s claims in the Notice Letter
25 and the Complaint;

26 **WHEREAS**, the Settling Parties agree it is in their mutual interest to enter into a
27 Consent Decree in this Action setting forth terms and conditions appropriate to resolving
28 the allegations set forth in the Notice Letter and the Complaint without further
proceedings;

1 **WHEREAS**, the Settling Parties agree that all references hereinafter to Defendant's
2 future compliance with the Permit shall refer to the then-effective version of the Permit;

3 **WHEREAS**, capitalized terms used but not defined herein shall have the meanings
4 ascribed to them in the Permit; and

5 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree shall
6 be made in compliance with all applicable Federal and State laws and local rules and
7 regulations.

8 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING
9 PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:**

10 1. The Court has jurisdiction over the subject matter of this Action pursuant to
11 Section 505(a)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(a)(1)(A).

12 2. Venue is appropriate in the Central District of California pursuant to Section
13 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the Facility is located
14 within the Central District of California.

15 3. The Complaint states claims upon which relief may be granted pursuant to
16 Section 505 of the Clean Water Act, 33 U.S.C. § 1365.

17 4. Coastkeeper has standing to bring this action.

18 5. The Court shall retain jurisdiction over this matter for purposes of enforcing
19 the terms of this Consent Decree for the life of the Consent Decree, or as long thereafter
20 as is necessary for the Court to resolve any motion to enforce this Consent Decree.

21 **I. AGENCY REVIEW AND TERM OF CONSENT DECREE**

22 6. Plaintiff shall submit this Consent Decree to the United States Department of
23 Justice and EPA (collectively, the "Federal Agencies") within three (3) Court days of the
24 final signature of the Settling Parties for agency review consistent with 40 C.F.R. § 135.5.
25 The Federal Agencies' review period expires forty-five (45) days after receipt of this
26 Consent Decree by the Federal Agencies, as evidenced by certified return receipts, copies
27 of which shall be provided to Defendant upon request. In the event that the Federal
28 Agencies comment negatively on or object to entry of this Consent Decree, the Settling

1 Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Federal
2 Agencies within a reasonable amount of time, not to exceed thirty (30) days.

3 7. Following expiration of the Federal Agencies' 45-day review period,
4 Coastkeeper shall submit the Consent Decree to the Court for entry.

5 8. The term "Effective Date" as used in this Consent Decree shall be the date of
6 entry of this Consent Decree by the Court.

7 9. This Consent Decree shall terminate June 30, 2025, unless (i) an Action Plan
8 (as hereinafter defined) is required per Paragraph 22 below, based on sampling results
9 from the 2024-2025 reporting year¹, in which case the Consent Decree will terminate one
10 reporting year after the complete implementation of the measures described in the Action
11 Plan, and/or (ii) if there is an ongoing, unresolved dispute regarding Defendant's
12 compliance with this Consent Decree, in which case the Consent Decree will terminate
13 within fifteen (15) days' notice by the Plaintiff that the dispute has been fully resolved
14 (hereinafter, "Termination Date," as applicable). The length of time between the Effective
15 Date and the Termination Date shall be the "Term."

16 10. Notwithstanding Paragraph 9 above, if ADC should cease operations at the
17 Facility and file a Notice of Termination ("NOT") under the Storm Water Permit before
18 the Termination Date, ADC shall send Coastkeeper a copy of the proposed NOT
19 concurrent with the NOT's submittal to the Regional Board. ADC shall be released from
20 all obligations under the Consent Decree, and the Consent Decree will terminate with
21 respect to the Settling Defendant, upon the Regional Water Board's approval of the NOT;
22 provided, however, that within ten (10) days of the Regional Water Board's approval of
23 the NOT, ADC shall notify Coastkeeper in writing of the approval and promptly pay any
24 remaining amounts then due hereunder as provided herein.

25 10.1. Notwithstanding Paragraph 10 above, this Consent Decree shall remain
26 effective in connection with an assignment pursuant to Paragraph 50
27 herein.

28 ¹ A "reporting year" is July 1 to June 30.

1 **II. COMMITMENTS OF THE SETTLING PARTIES**

2 **A. Storm Water Pollution Control Best Management Practices**

3 11. In addition to maintaining the current BMPs at the Facility, ADC either has
4 implemented or shall develop and implement the BMPs identified herein, as well as any
5 other BMPs necessary to comply with the provisions of this Consent Decree and the Storm
6 Water Permit. Specifically, ADC shall develop and implement BMPs to prevent and/or to
7 reduce contamination in storm water discharged from the Facility consistent with the
8 Permit.

9 12. Structural BMPs

10 12.1. ADC shall install infrastructure that combines the stormwater flows
11 from the current DP#1 and DP#2 storm water discharge locations into
12 a single discharge location. This combined discharge shall be routed
13 through a multi-stage storm water treatment system as described in
14 Exhibit 1. The system shall be designed, at a minimum, to treat the
15 maximum flow rate of runoff produced by the 85th percentile hourly
16 rainfall intensity, as determined from local historical rainfall records,
17 multiplied by a factor of two.

18 12.2. ADC shall install infrastructure that combines the storm water flows
19 from the current DP#3 and DP#4 stormwater discharge locations, as
20 well as the runoff from the downspouts from the Casting Room roof
21 into a single discharge location. This combined discharge shall be
22 routed through a multi-stage storm water treatment system as described
23 in Exhibit 1. The system shall be designed, at a minimum, to treat the
24 maximum flow rate of runoff produced by the 85th percentile hourly
25 rainfall intensity, as determined from local historical rainfall records,
26 multiplied by a factor of two.

27 12.3. Within thirty (30) days of the Effective Date, ADC will prepare and
28 submit the documents necessary to obtain all legally required permits,

1 approvals, and authorizations necessary for the BMPs described in
2 Paragraphs 12.1 and 12.2. ADC shall notify Coastkeeper within ten
3 (10) days of receipt of all legally required permits, approvals and
4 authorizations for installing and implementing the advanced treatment
5 systems.

6 12.4. ADC will install and implement the BMPs described in Paragraphs 12.1
7 and 12.2 as soon as practicable, subject to the availability of the
8 necessary equipment and contractor availability, but no later than
9 ninety (90) days, after receipt of all required permits, approvals and
10 authorizations. To the extent any of the BMPs outlined in Paragraphs
11 12.1 and 12.2 may proceed without any permits, approvals and
12 authorizations described in the previous paragraphs, ADC will install
13 such BMPs as soon as practicable, subject to the availability of the
14 necessary equipment and contractor availability, but no later than
15 ninety (90) days after the Effective Date.

16 12.5. To better contain materials inside the dock area and keep them out of
17 storm water flows at the Facility, ADC shall install a metal angle (about
18 3 inches by 10 feet) that will be designed to prevent any spills inside
19 the dock area at Dock Area #4. ADC's water treatment system will be
20 designed to capture and treat any spills in this area. ADC will
21 implement the requirements in this Paragraph 12.5 within thirty (30)
22 days of the Effective Date.

23 12.6. ADC shall fill the cracks in the pavement in the areas indicated on
24 Exhibit 2 within thirty (30) days of the Effective Date.

25 13. Non-structural BMPs

26 13.1. ADC has purchased a PowerBoss Atlas Rider Sweeper with Four Stage
27 Dust filtration. Within thirty (30) days of the Effective Date, ADC shall
28 begin sweeping all paved areas of the Facility at least once a week and

within 24 hours before a forecasted rain event of more than .25 inches of rain in a 24 hour period.

13.2. ADC has cleaned up a spill in Dock Area No. 4 resulting from an accident caused by a die cast provided by an ADC customer. To ensure such accidents do not occur in the future, ADC maintains standard operating procedures to allow for ACD to inspect die cast prior to use and also to comply with customers' procedures for using customers' die casts.

14. Confirmation of Completion. ADC shall provide Coastkeeper with written documentation, including photographs, demonstrating that the required BMPs have been implemented in compliance with Paragraphs 12.1 through 12.6 above within fifteen (15) days of completion in each case. ADC shall diligently (i) file and pursue all required permit applications for any structural BMPs and (ii) procure contractors, labor, and materials needed to complete all BMPs by the required deadlines.

B. Storm Water Sampling

15. Sampling. The following storm water monitoring procedures shall be implemented at the Facility:

15.1. Frequency. During the Term of this Consent Decree, ADC shall collect samples from at least four (4) qualified storm events (“QSEs”) as defined in and required by the Permit in each reporting year (i.e., two QSEs during the first half of the reporting year and two QSEs during the second half of the reporting year). QSEs, as defined in the Storm Water Permit, are precipitation events that produce a discharge from at least one (1) drainage area and are preceded by forty-eight (48) hours with no discharge from any drainage area. If a particular QSE does not produce sufficient run-off to cause a discharge from the Facility’s outfall, ADC shall record the lack of discharge in the storm water sampling visual observation records required pursuant to Section XI

1 of the Permit. If, prior to March 1 of a reporting year, ADC has
2 collected samples from two (2) or fewer QSEs, ADC shall, to the
3 extent feasible, collect samples during as many QSEs as necessary for
4 the remainder of the reporting year until a minimum of four (4) storm
5 events have been sampled for the reporting year. No two (2) samples
6 may be from the same storm event. The requirement to sample four (4)
7 QSEs per reporting year shall not apply to the extent there are fewer
8 than four (4) QSEs in any given reporting year, if ADC has otherwise
9 complied with this Paragraph.

10 15.2. Documentation. To document the storm water discharge and discharge
11 location, an employee shall take photographs of the storm water
12 discharge and discharge location when samples are collected (the
13 “Sampling Photographs”).

14 15.3. Parameters. Subject to the provisions of Section XI.C.7 of the Permit,
15 all samples collected pursuant to this section shall be analyzed for the
16 parameters listed in Table 1 herein.

17 15.4. Lab. Except for pH samples, a laboratory accredited by the State of
18 California shall analyze all samples collected pursuant to this Consent
19 Decree. Unless otherwise required by the Storm Water Permit, analysis
20 of pH shall be completed onsite using a calibrated portable instrument
21 for pH in accordance with the manufacturer’s instructions.

22 15.5. Detection Limits. ADC shall require that the laboratory use analytical
23 methods adequate to detect the individual parameters at or below the
24 values specified in Table 1 or the Storm Water Permit, whichever is
25 lower.

26 15.6. Holding Time. All samples collected from the Facility shall be
27 delivered to the laboratory and analyzed within the holding times
28 required in 40 CFR Part 136.

1 15.7. Results. ADC shall request that sample-analysis results and associated
2 chain of custody forms be reported to them within thirty (30) business
3 days of laboratory receipt of the sample.

4 15.8. Reporting. ADC shall (i) submit sampling results to the State Water
5 Resources Control Board's Stormwater Multiple Application and
6 Report Tracking System ("SMARTS") in accordance with the Permit
7 and (ii) within twenty-four (24) hours of said submission, ADC shall
8 notify Coastkeeper when it submits sampling results to SMARTS.

9 **C. Visual Observations**

10 16. Storm Water Discharge Observations. During the Term of this Consent
11 Decree, ADC shall conduct visual observations during every QSE discharge sampling
12 event at each location where storm water is discharged from the Facility consistent with
13 the Permit.

14 17. Non-Storm Water Discharge Observations. During the Term of this Consent
15 Decree, ADC shall conduct monthly non-storm water visual observations consistent with
16 the Permit.

17 18. Visual Observation Records. ADC shall maintain observation records to
18 document compliance with Paragraphs 16 and 17 above, and shall provide Coastkeeper
19 with copies of such records within ten (10) days of receipt of Coastkeeper's written
20 request.

21 **D. Employee Training**

22 19. Within thirty (30) days of the Effective Date, ADC or its consultant (which
23 for the purposes of this Paragraph 19 shall be collectively referred to as "ADC") shall
24 develop and implement an employee training program that meets the following
25 requirements and ensures (1) there is a sufficient number of employees at the Facility
26 designated to achieve compliance with the Permit and this Consent Decree (the
27 "Designated Employees"); (2) such Designated Employees are properly trained to perform
28 the required activities to achieve compliance with the Storm Water Permit, the Facility

SWPPP, and this Consent Decree; and, (3) all ADC employees at the Facility receive basic information regarding storm water housekeeping and best practices (the “Training Program”). At a minimum, the Training Program shall include the following:

19.1. Non-Storm Water Discharges. All employees shall be trained on the Permit's prohibition of non-storm water discharges so that employees know what non-storm water discharges are, that non-storm water discharges can result from improper surface washing or dust control methods, and how to detect and prevent non-storm water discharges.

19.2. SWPPP and BMPs. ADC shall train all Designated Employees on the SWPPP and, specifically, BMP implementation and/or maintenance, as applicable, to ensure BMPs are implemented effectively to prevent the exposure of pollutants to storm water, prevent the discharge of contaminated storm water, and ensure the proper treatment of storm water at the Facility. Designated Employees shall be trained on proper operational procedures and control measures as well as appropriate hazardous materials use and hazardous waste control and disposal procedures. All training must include the requirements of the Permit and this Consent Decree including the additional BMPs outlined in Paragraphs 12 and 13 above.

19.3. Visual Observation. ADC shall designate and train an adequate number of Designated Employees necessary to collect storm water samples from each discharge location at the Facility and conduct visual monitoring as required by this Consent Decree. The training shall include the proper sampling protocols, including chain of custody requirements, to ensure storm water samples are properly collected, stored, and submitted to a certified laboratory.

19.4. Storm Water Sampling. ADC shall designate an adequate number of Designated Employees necessary to collect storm water samples as

1 required by this Consent Decree and the Permit. The Training Program
2 shall include training sufficient to ensure (i) proper sampling
3 protocols, including chain of custody requirements, are followed at all
4 times and (ii) storm water samples are properly collected, stored, and
5 submitted to a certified laboratory.

6 19.5. Training Implementation. Training shall be provided by a Qualified
7 Industrial Storm Water Practitioner (a “QISP,” as defined in Section
8 IX.A of the Permit) familiar with the requirements of this Consent
9 Decree and the Permit.

10 19.6. Language. The Training Program shall be conducted and all training
11 materials shall be made available in the language in which the
12 employee(s) participating in the Training Program are fluent. If
13 necessary to accomplish the foregoing or where translation would
14 otherwise contribute to (i) staff comprehension of the Training
15 Program and/or (ii) compliance with this Consent Decree and the
16 Permit, ADC shall provide translation services at all training sessions
17 and of training materials.

18 19.7. Training Program Frequency. The Training Program shall be repeated
19 annually or more frequently as necessary to ensure all relevant
20 employees are familiar with the requirements of this Consent Decree
21 and the Permit. All new Designated Employees shall receive this
22 training within thirty (30) days of hiring or sooner if necessary to
23 ensure training is received before assuming responsibilities for
24 compliance with this Consent Decree or the Permit.

25 20. Training Records. ADC shall maintain training records to document
26 compliance with this paragraph, and shall provide Coastkeeper with a copy of such records
27 within ten (10) days of receipt of Coastkeeper’s written request.

1 **E. Exceedance Response Actions**

2 21. By January 2, 2023, ADC submit to SMARTS a Level Exceedance Response
3 Action (“ERA”) Technical Report for copper, zinc, and aluminum. Within ten (10) days
4 of submittal, ADC shall email Coastkeeper with a copy of said report.

5 **F. Reduction of Pollutants in Discharges**

6 22. Storm Water Contaminant Reduction. ADC shall develop and implement
7 BMPs such that contaminants in storm water discharges from the Facility maintain
8 concentrations that are equal to or less than the values set forth in Table 1 below (“Table
9 1 Values”). Failure to achieve Table I Values shall not be deemed a violation of this
10 Consent Decree so long as ADC continues to make timely and diligent efforts as required
11 by the Permit and herein to further reduce the level of pollutants in the discharges. During
12 the Term of this Consent Decree following implementation of the BMPs outlined in
13 Paragraphs 12 and 13, ADC shall be required to comply with the Action Plan requirements
14 set forth in Paragraph 23 below only if there are two exceedances of the same pollutant
15 (e.g. two exceedances of Total Recoverable Copper are two exceedances that trigger an
16 Action Plan, but one Total Recoverable Copper exceedance and one Dissolved Copper
17 exceedance does not constitute two exceedances and an Action Plan is not triggered) of
18 any of the numeric values for storm water discharges set forth in Table 1 below in the
19 same reporting year. There are no other requirements in this Consent Decree that require
20 ADC to comply with the Action Plan requirements set forth in Paragraph 23 below.

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Table 1. Numeric Values for Storm Water Discharges

Parameter	Limit	Source of Limit
pH	6.5 – 8.5 S.U.	Basin Plan
Total Suspended Solids	100 mg/L	Permit NAL
Oil and Grease	15 mg/L	Permit NAL
Total Recoverable Zinc	0.158 mg/L	Permit NEL
Total Recoverable Copper	0.027 mg/L	Permit NEL
Total Recoverable Aluminum	0.75 mg/L	Permit NAL
Dissolved Copper	0.013 mg/L	California Toxics Rule (“CTR”) ²
Dissolved Zinc	0.12 mg/L	CTR

23. Action Plan. In the event the requirement to prepare an Action Plan is triggered at the Facility pursuant to Paragraph 22 above, ADC shall prepare and submit to Coastkeeper a plan for reducing and/or eliminating the discharge of the contaminant in question (an “Action Plan”). In any reporting year that an Action Plan is required, such Action Plan shall be submitted to Coastkeeper within ninety (90) days of the triggering event as defined in Paragraph 22 above.

23.1. Requirements. Each Action Plan submitted shall include: (1) the identification of each contaminant discharged in excess of the limits set forth in Table 1 in Paragraph 22; (2) an assessment of the source of each contaminant discharged in excess of the limits set forth in Table 1 in Paragraph 22; (3) the identification of additional BMPs, including further storm water treatment or other appropriate measures, that ADC shall implement in an attempt to achieve compliance with the limits set forth in Table 1 in Paragraph 22; and, (4) proposed time estimates for ADC to implement any proposed BMPs. The time schedule(s) for implementation shall ensure all BMPs are implemented as soon as possible, but in no event later than ninety (90) days following the

² 40 C.F.R. 131.38

1 submission of the Action Plan, unless a later implementation date is
2 mutually agreed upon by the Settling Parties.

3 23.2. Action Plan Review. Coastkeeper shall have thirty (30) days upon
4 receipt of ADC's Action Plan to provide ADC with comments. Within
5 thirty (30) days of receiving Coastkeeper's comments on the Action
6 Plan, ADC shall either: accept and incorporate Coastkeeper's
7 comments into the Action Plan or justify in writing to Coastkeeper why
8 any comment by Coastkeeper will not be incorporated into the Action
9 Plan. Any disputes regarding the adequacy of a particular BMP shall
10 not impact the schedule for implementing any other BMP set forth in
11 the Action Plan. Any disputes as to the adequacy of the Action Plan
12 and/or relating to Coastkeeper's comments shall be resolved pursuant
13 to the dispute resolution provisions of this Consent Decree, set forth in
14 Section III below.

15 24. When an Action Plan is completed, ADC shall revise the Facility SWPPP
16 within thirty (30) days of completion of the Action Plan to reflect the changes required by
17 the Action Plan. ADC shall notify Coastkeeper in writing when the Action Plan has been
18 implemented and shall submit the revised SWPPP to Coastkeeper for review and comment
19 as set out in Paragraphs 27 and 28 below.

20 25. Action Plan Payments. If ADC is required to submit an Action Plan to
21 Coastkeeper in accordance with Paragraph 23 above, ADC shall make a payment of Five
22 Thousand Dollars (\$5,000.00) to Coastkeeper per Action Plan concurrently with each
23 Action Plan submittal. Such payment shall be delivered via certified mail or overnight
24 delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa,
25 CA 92626, unless made via wire transfer.

26 **G. Storm Water Pollution Prevention Plan**

27 26. SWPPP. Within thirty (30) days of the Effective Date, ADC shall amend the
28 Facility's SWPPP to incorporate the requirements of the Permit and this Consent Decree,

1 including but not limited to the following:

- 2 26.1. Include an Annual Evaluation pursuant to Section X.A.9 of the Permit;
- 3 26.2. Update the Facility map to show the new storm water discharge
- 4 locations, the rooftop drainages from the Casting Room, the vehicle
- 5 maintenance area and the locations of nearby municipal storm drain
- 6 inlets that receive the Facility's storm water discharges;
- 7 26.3. Include the following in the pollutant source assessment:
 - 8 26.3.1. Rooftop vents from die casting equipment on the Die Cast
 - 9 building;
 - 10 26.3.2. Rooftop vents from the Casting Room building; and
 - 11 26.3.3. Processes and equipment causing spattering on the wall
 - 12 and ceiling in Dock Area #4, as all as oily residue
 - 13 accumulation;
- 14 26.4. Identify the following non-storm water discharges:
 - 15 26.4.1. Air compressor condensate;
 - 16 26.4.2. Steam vents from indoor processes and cooling tower by
 - 17 the Die Cast Building;
 - 18 26.4.3. Air conditioning condensate;
 - 19 26.4.4. Hose bib next to the dust collector on the north side of the
 - 20 Main Building; and
 - 21 26.4.5. Cooling tower overspray;
- 22 26.5. Update the SWPPP to include the required TMDL NEL exceedance
- 23 information pursuant to Section VII.C.3 of the Permit; and,
- 24 26.6. Update Facility BMPs as set forth in this Consent Decree.
- 25 27. Revising the SWPPP. ADC shall revise the Facility SWPPP if there are any
- 26 changes in the Facility's operations, including but not limited to changes to storm water
- 27 discharge point(s) or changes or additions to the BMPs at the Facility, whether made
- 28 pursuant to an Action Plan or not, within thirty (30) days of the occurrence of any of the

1 above-listed events.

2 28. Commenting on Revised SWPPPs. ADC shall submit each revised SWPPP
3 to Coastkeeper for review and comment within thirty (30) days of its completion.
4 Coastkeeper shall provide comments, if any, to ADC within thirty (30) days of receipt of
5 the revised SWPPP. Within thirty (30) days of receiving Coastkeeper's comments on the
6 revised SWPPP, ADC shall either: incorporate Coastkeeper's comments into the revised
7 SWPPP or send Coastkeeper a letter explaining why ADC did not incorporate
8 Coastkeeper's comments into the revised SWPPP. Any disputes as to the adequacy of a
9 revised SWPPP shall be resolved pursuant to the dispute resolution provisions of this
10 Consent Decree, set out in Section III below.

11 **H. Compliance Monitoring and Reporting**

12 29. Site Inspections. Coastkeeper and its representatives may conduct one (1)
13 wet weather site inspection and one (1) dry weather site inspections per year at the Facility
14 during the Term of this Consent Decree. In the event of a dispute between the Settling
15 Parties regarding Defendant's compliance with this Consent Decree, and provided a site
16 inspection would be relevant to resolving such dispute, the Settling Parties agree to meet
17 and confer regarding additional site inspections, which inspections shall not be
18 unreasonably denied.

19 29.1. The site inspections shall occur during normal business hours.
20 Coastkeeper shall provide ADC with forty-eight (48) hours' notice
21 prior to any wet weather site inspection and seventy-two (72) hours'
22 notice prior to any dry weather site inspection. Notice will be provided
23 via electronic mail to the notice recipient(s) designated in Paragraph
24 48 below. For any site inspection requested to occur in wet weather,
25 Coastkeeper shall be entitled to adjust timing during normal business
26 hours or reschedule the inspection for an alternative date during
27 normal business hours in the event that the forecast changes and
28 anticipated precipitation appears unlikely, and thus frustrates the

purpose of visiting the Facility in wet weather. As used throughout this Paragraph 29.1, “normal business hours” shall mean and refer to the Facility operating hours as identified in the Facility SWPPP.

29.2. During the site inspections, Coastkeeper and its representatives shall be allowed reasonable access to the Facility's SWPPP, visual observation records, employee training records, and other monitoring records, reports, photographs, and sampling data for the Facility related to ADC's compliance with the Permit and the Consent Decree. Coastkeeper shall not have access to ADC's records, reports, photographs, and data that do not relate to ADC's compliance with the Permit and the Consent Decree. Coastkeeper shall not have access to ADC's confidential employee records.

29.3. During the site inspections, Coastkeeper and/or its representatives may inspect and collect samples of discharges from the Facility and take photos and/or videos related to Permit and/or Consent Decree compliance. A certified California laboratory shall analyze samples collected by Coastkeeper and copies of the lab reports shall be provided to ADC within five (5) business days of Coastkeeper's receipt. All photographs and videos taken during a site inspection shall be treated as confidential consistent with ADC's corporate policy generally prohibiting the taking of pictures and videos at the Facility. Within ten (10) days after a site inspection, Coastkeeper shall provide ADC with a duplicate set of any photographs and videos that were taken.

30. Compliance Monitoring and Oversight. ADC agrees to partially defray costs associated with Coastkeeper's monitoring of ADC's compliance with this Consent Decree in the total amount of thirty-five thousand dollars and zero cents (\$35,000.00). Such payment shall be made within forty-five (45) days of the Effective Date. Payment shall

be delivered via certified mail or overnight delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

31. Reporting and Document Provision. During the Term of this Consent Decree, ADC shall provide Coastkeeper with a copy of all non-privileged and non-confidential documents, monitoring and/or sampling data, written communications, and/or correspondence related to water quality at the Facility that are submitted to the Regional Water Board, State Water Board, and/or any Federal, State, or local agency, county, or municipality. Such reports and documents shall be provided to Coastkeeper concurrently as they are sent to the agencies, counties, and/or municipalities. Any non-privileged and non-confidential documents, written communications, and/or correspondence related to Defendant's compliance with the Permit and/or to storm water quality received by Defendant from any Federal, State, or local agency, county or municipality shall be provided to Coastkeeper within ten (10) business days of receipt by ADC.

I. Environmental Mitigation Project, Litigation Fees and Costs, Stipulated Penalties and Interest

32. Environmental Mitigation Project. To remediate the environmental harms alleged to have resulted from the allegations in the Complaint, ADC agrees to make a payment in the total amount of thirty thousand dollars and zero cents (\$30,000.00) to the Pacific Marine Mammal Center to fund environmental project activities that will benefit Southern California waters, including restoration and/or preservation of the San Gabriel River watershed. The payment shall be made by check, payable to Pacific Marine Mammal Center, and sent by overnight mail to: Glenn Gray, Pacific Marine Mammal Center, 20612 Laguna Canyon Rd, Laguna Beach, CA 92651. The payments shall be made within forty-five (45) days of the Effective Date. ADC shall provide Coastkeeper with a copy of such payment and copy Coastkeeper and its attorneys on any related correspondence.

33. Coastkeeper's Fees and Costs. To partially reimburse Coastkeeper for its

1 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees,
2 and other costs incurred as a result of investigating and filing the lawsuit and negotiating
3 resolution of this matter, ADC shall pay a total amount of one hundred thousand dollars
4 and zero cents (\$100,000.00) within forty-five (45) days of the Effective Date delivered
5 via certified mail or overnight delivery to: Orange County Coastkeeper, 3151 Airway
6 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

7 34. Stipulated Payment. ADC shall make a stipulated remediation payment of
8 \$1,000 (one thousand Dollars) for any and each missed deadline specified in this Consent
9 Decree not previously extended in writing by the Settling Parties. Payments for a missed
10 deadline shall be made for the restoration and/or improvement of the watershed in the area
11 affected by Defendant's discharges and shall be made to the Friends of Harbors, Beaches,
12 and Parks, Inc. identified above and delivered via check or wire transfer. ADC agrees to
13 make the stipulated payment within forty-five (45) days of the missed deadline. ADC shall
14 provide Coastkeeper with a copy of each such payment at the time it is made.

15 35. Interest on Late Payments. ADC shall pay interest on any payments, fees, or
16 costs owed to Coastkeeper under this Consent Decree that Coastkeeper does not receive
17 by the due date. The interest shall accrue starting the first day after the payment was due
18 and shall be computed at a rate of 1.5% per month (18% per year). Interest on late
19 payments shall be made payable to Coastkeeper and delivered via certified mail or
20 overnight delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110,
21 Costa Mesa, CA 92626, unless made via wire transfer.

22 **III. DISPUTE RESOLUTION**

23 36. Court Enforcement Authority. This Court shall retain jurisdiction over this
24 matter for the Term of this Consent Decree for the purposes of enforcing the terms and
25 conditions, and adjudicating all disputes among the Settling Parties that may arise under
26 the provisions of this Consent Decree. The Court shall have the power to enforce this
27 Consent Decree with all available legal and equitable remedies, including contempt.

28 37. Meet and Confer. A Settling Party shall invoke the dispute resolution

1 procedures of this Section III by notifying all other Settling Parties in writing of the
2 matter(s) in dispute and the disputing party's proposal for resolution. The Settling Parties
3 shall then meet and confer in good faith (either telephonically or in person) within ten (10)
4 days from the date of the notice in an attempt to fully resolve the dispute within thirty (30)
5 days. The Settling Parties may elect to extend this time in an effort to resolve the dispute
6 without court intervention.

7 38. Formal Resolution. If the Settling Parties cannot resolve a dispute through
8 the meet and confer process discussed above, the party initiating the dispute resolution
9 provision may invoke formal dispute resolution by filing a motion before the United States
10 District Court for the Central District of California. The Settling Parties agree to request
11 an expedited hearing schedule on the motion.

12 39. Fees and Costs. If intervention by the District Court is required, civil
13 penalties and litigation costs and fees incurred in conducting the meet and confer or
14 otherwise addressing and/or resolving any dispute, including an alleged breach of this
15 Consent Decree, shall be awarded to the prevailing or substantially prevailing party in
16 accordance with the standard established by Section 505 of the Clean Water Act, 33 U.S.C.
17 §§ 1365(d) and 1319(d).

18 **IV. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

19 40. Coastkeeper's Release. Upon the Effective Date of this Consent Decree,
20 Coastkeeper, on its own behalf and on behalf of its current and former officers, directors,
21 employees, and its successors and assigns, and its agents, attorneys, and other
22 representatives, hereby releases Defendant (and each of their current and former officers,
23 directors, members, employees, shareholders, parents, subsidiaries, divisions, affiliates,
24 and each of their predecessors, successors and assigns, and each of their agents, attorneys,
25 consultants, and other representatives) of and from, and waives all Clean Water Act claims
26 which were or could have been asserted in the Notice Letter, Complaint, and Action up to
27 and including the Termination Date of this Consent Decree.

28 41. Defendant's Release. Upon the Effective Date of this Consent Decree,

1 Defendant, on its own behalf and on behalf of its current and former officers, directors,
2 employees, members, and each of its successors and assigns, and its agents, attorneys, and
3 other representatives, hereby releases Coastkeeper (and its current and former officers,
4 directors, employees, members, parents, subsidiaries, and affiliates, and each of their
5 successors and assigns, and their agents, attorneys, and other representatives) of and from,
6 and waives all claims which arise from or pertain to this action, including all claims for
7 fees (including fees of attorneys, experts, and others), costs, expenses or any other sum
8 incurred or claimed for matters related to, or which could have been asserted in response
9 to, Coastkeeper's Complaint up to and including the Termination Date of this Consent
10 Decree.

11 42. No Limitation of Advocacy Rights. Other than with regards to matters
12 waived pursuant to Paragraphs 40 and 41, nothing in this Consent Decree limits or
13 otherwise affects Coastkeeper's rights, including during the term of this Consent Decree,
14 to address or take any position it deems necessary or appropriate in formal or informal
15 proceedings before the State Water Board, Regional Water Board, any other regulatory
16 agency, or any other judicial or administrative body on any other matter relating to ADC's
17 compliance with the Permit or the Clean Water Act occurring or arising after the Effective
18 Date of the Consent Decree.

19 **V. MISCELLANEOUS PROVISIONS**

20 43. No Admission of Liability. Neither this Consent Decree, the implementation
21 of additional BMPs, nor any payment made pursuant to this Consent Decree shall
22 constitute or be construed as a finding, adjudication, admission or acknowledgment of any
23 fact, law, or liability, nor as an admission of violation of any law, rule, or regulation by
24 ADC.

25 44. Force Majeure. No Settling Party shall be considered to be in default in the
26 performance of any of its respective obligations under this Consent Decree when
27 performance becomes impossible due to an event of Force Majeure. Force Majeure
28 includes any act of God, war, fire, earthquake, windstorm, flood or natural catastrophe;

1 civil disturbance, vandalism, pandemic, sabotage or terrorism; restraint by court order or
2 public authority or agency; or action or non-action by, or inability to obtain the necessary
3 authorizations or approvals from any governmental agency. A Force Majeure shall not
4 include normal inclement weather, economic hardship, inability to pay, or employee
5 negligence. Any party seeking to rely upon this paragraph to excuse or postpone
6 performance shall have the burden of establishing that it could not reasonably have been
7 expected to avoid the Force Majeure event and which by exercise of due diligence has
8 been unable to overcome the failure of performance. The Settling Parties shall exercise
9 due diligence to resolve and remove any Force Majeure event. Delay in compliance with
10 a specific obligation under this Consent Decree due to Force Majeure as defined in this
11 paragraph shall not excuse or delay compliance with any or all other obligations required
12 under this Consent Decree.

13 45. Construction. The language in all parts of this Consent Decree shall be
14 construed according to its plain and ordinary meaning, except as to those terms defined in
15 the Permit, the Clean Water Act, or specifically herein. The captions and paragraph
16 headings used in this Consent Decree are for reference only and shall not affect the
17 construction of this Consent Decree.

18 46. Choice of Law. The laws of the United States shall govern this Consent
19 Decree.

20 47. Severability. In the event that any provision, paragraph, section, or sentence
21 of this Consent Decree is held by a court to be unenforceable, the validity of the
22 enforceable provisions shall not be adversely affected.

23 48. Correspondence. All documents and/or notices required herein or any other
24 correspondence pertaining to this Consent Decree shall be sent by electronic mail or, if
25 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or
26 courier, as follows:

27
28

1 If to Plaintiff:

2 Orange County Coastkeeper
3 Attn: Legal Department
4 3151 Airway Avenue, Suite F-110
5 Costa Mesa, California 92626
6 Email: Sarah@coastkeeper.org

7 If to ADC:

8 Maeli Garcia
9 Alloy Die Casting Co.
10 6550 Caballero Blvd.
11 Buena Park, CA 90620

12 mgarcia@adc-aerospace.com

13 With a copy to:

14 Jad T. Davis
15 Shook, Hardy & Bacon L.L.P.
16 Jamboree Center
17 5 Park Plaza, Suite 1600
18 Irvine, CA 92614
19 jtdavis@shb.com

20 Any change of address or addresses shall be communicated in the manner described
21 above for giving notices. Notifications of communications shall be deemed submitted
22 immediately after receipt via email or the next business day after having been deposited
23 with an overnight mail/delivery service.

24 49. Effect of Consent Decree. Nothing in this Consent Decree shall be construed
25 to affect or limit in any way Defendant's obligation to comply with all Federal, State, and
26 local laws and regulations governing any activity required by this Consent Decree.
27 Compliance with this Consent Decree shall not be deemed to constitute compliance with
28 the Permit, the Clean Water Act, or any other law, rule, or regulation.

29 50. ADC Assignment. Subject only to the express conditions contained in this

1 Consent Decree, all of the rights, duties and obligations contained in this Consent Decree
2 shall inure to the benefit of and be binding upon the Settling Parties, and their successors
3 and assigns. In the event an ADC transferee or assign (“ADC Assignee”) will continue
4 industrial operations at the Facility, ADC shall notify Coastkeeper ten (10) business days
5 in advance of the proposed transfer or assignment (“the Assignment Notice”) and within
6 ten (10) business days following the Assignment Notice, ADC will provide Coastkeeper
7 with a written assignment and assumption duly executed by ADC and the ADC Assignee
8 assigning ADC’s obligations under this Consent Decree to the ADC Assignee.

9 51. Counterparts. This Consent Decree may be executed in any number of
10 counterparts, all of which together shall constitute one original document. Telecopy, email
11 of a .pdf signature, and/or facsimile copies of original signature shall be deemed to be
12 originally executed counterparts of this Consent Decree.

13 52. Modification of the Consent Decree. This Consent Decree, and any
14 provisions herein, may not be changed, waived, discharged, extended, or terminated
15 unless by a written instrument, signed by the Settling Parties and approved by the Court.
16 Unless otherwise specified herein, any request to modify any provision of the Consent
17 Decree, including, but not limited to, any deadline(s) set forth herein, must be made in
18 writing at least fourteen (14) days before the existing deadline(s) applicable to the
19 provision(s) proposed to be modified.

20 53. Full Settlement. This Consent Decree constitutes a full and final settlement
21 of this matter.

22 54. Negotiated Settlement. The Settling Parties have negotiated this Consent
23 Decree and agree that it shall not be construed against the party preparing it, but shall be
24 construed as if the Settling Parties jointly prepared this Consent Decree, and any
25 uncertainty and/or ambiguity shall not be interpreted against any one party.

26 55. Integration Clause. This is an integrated Consent Decree. This Consent
27 Decree is intended to be a full and complete statement of the terms of the agreement
28 between the Settling Parties and expressly supersedes any and all prior oral or written

agreements covenants, representations, and warranties (express or implied) concerning the subject matter of this Consent Decree.

56. Authority. The undersigned representatives for Plaintiff and Defendant each certify s/he is fully authorized by the party whom s/he represents to enter into the terms and conditions of this Consent Decree. The Settling Parties certify that their undersigned representatives are fully authorized to enter into this Consent Decree, to execute it on behalf of the Settling Parties, and to legally bind the Settling Parties to its terms.

57. Validity. The Settling Parties agree to be bound by this Consent Decree and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

[Remainder of this page intentionally left blank]

1 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

5 Dated: November 22, 2022

6 By: Garry Brown
7 Garry Brown
8 Orange County Coastkeeper

9 Dated: , 2022

10 By:
11 Rick Simpson
12 Alloy Die Casting Co.

13 **APPROVED AS TO FORM**

15 Dated: , 2022

16 **ORANGE COUNTY COASTKEEPER**

17 By: Sarah Spinuzzi
18 Sarah Spinuzzi
19 Attorneys for Plaintiff

20 Dated: November 21, 2022

21 **SHOOK HARDY & BACON L.L.P.**

22 By: Jad T. Davis
23 Jad T. Davis
24 Attorney for Defendant

25 **IT IS SO ORDERED.**

26 **UNITED STATES DISTRICT COURT**
27 **CENTRAL DISTRICT OF CALIFORNIA**

28 Dated: January 18, 2023

29 
30 Honorable Fred W. Slaughter

1 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

5 Dated: _____, 2022

6 By: _____
7 Garry Brown
8 Orange County Coastkeeper

9 Dated: November 21, 2022

10 By:  _____
11 Rick Simpson
12 Alloy Die Casting Co.

13 **APPROVED AS TO FORM**

14 **ORANGE COUNTY COASTKEEPER**

15 Dated: _____, 2022

16 By: _____
17 Sarah Spinuzzi
18 Attorneys for Plaintiff

19 **SHOOK HARDY & BACON L.L.P.**

20 Dated: _____, 2022

21 By: _____
22 Jad T. Davis
23 Attorney for Defendant

24 **IT IS SO ORDERED.**

25 **UNITED STATES DISTRICT COURT**
26 **CENTRAL DISTRICT OF CALIFORNIA**

27 Dated: January 18, 2023 X2023

28 
 Honorable Fred W. Slaughter

Appendix A –

Requirements of Alloy Die Company Pursuant to Consent Decree

(Included here for convenience only, provisions of Consent Decree above control. Note Appendix A does not include standard Permit requirements that may also be reflected in Consent Decree above.)

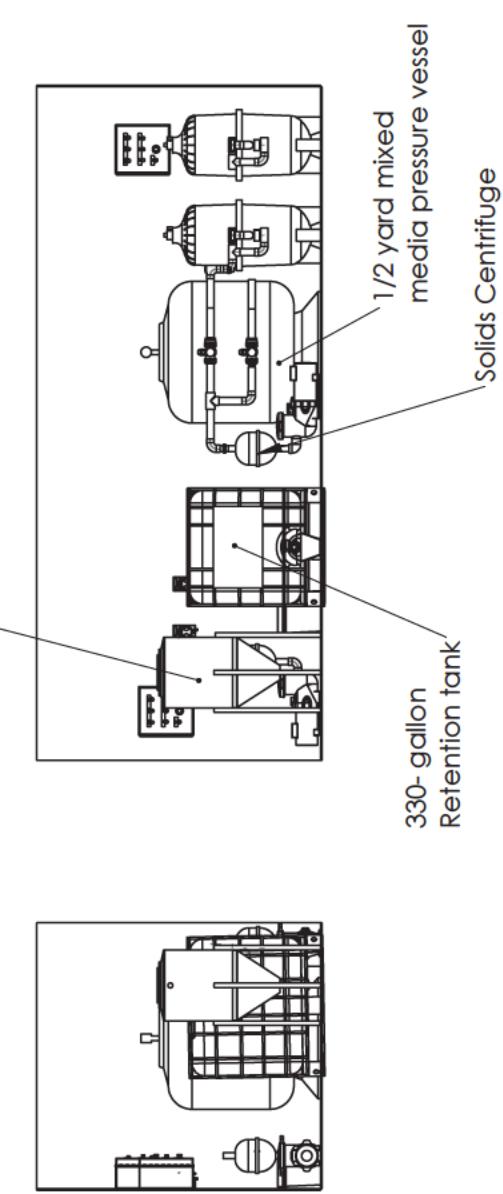
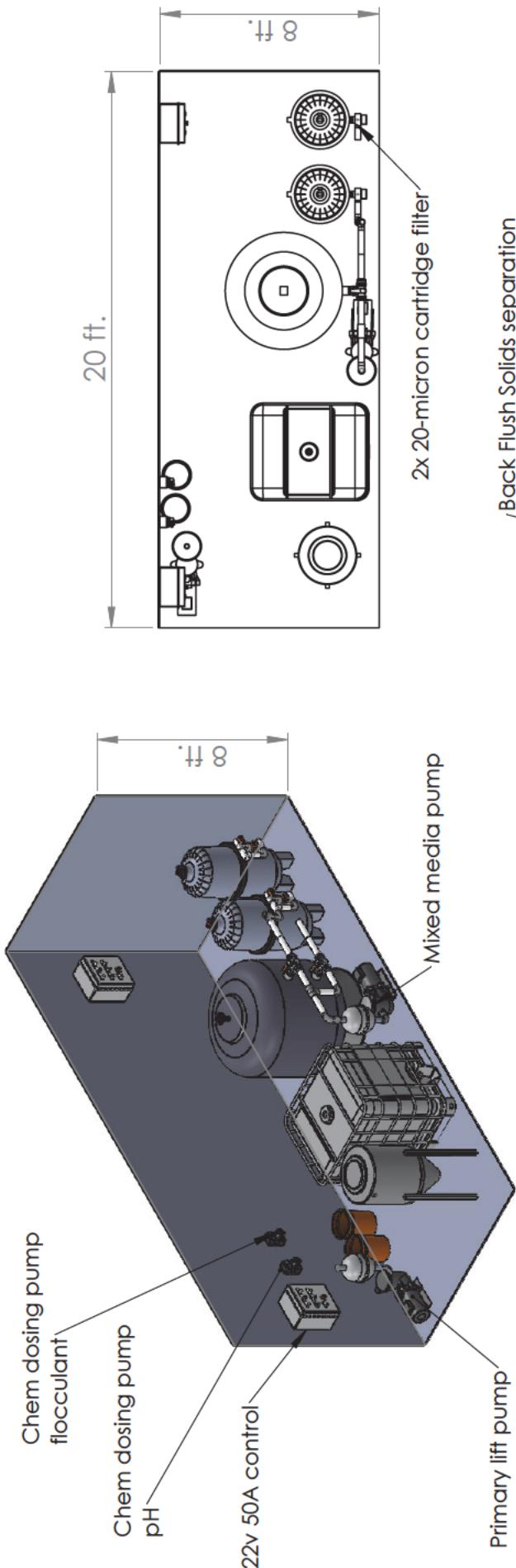
Requirement	Section of CD	Deadline
Submit the documents necessary to obtain all legally required permits, approvals, and authorizations in order to install infrastructure to combine stormwater flows at DP#1/DP#2 and DP#3/DP#4 and implement multi-stage stormwater treatment systems.	II.A.12	Effective Date + 30 days
Notify Coastkeeper of receipt of all legally required permits, approvals and authorizations for installing and implementing the advanced treatment systems.	II.A.12	Within 10 days of receipt
Implement advanced stormwater treatment systems.	II.A.12	Within 90 days after receipt of all required permits, approvals and authorizations
Install a metal angle inside the dock area at Dock Area #4.	II.A.12	Effective Date + 30 days
Fill cracks in pavement area.	II.A.12	Effective Date + 30 days
Confirm completion of implemented BMPs in Paragraph 12.1-12.6.	II.A.12	Within 15 days of completion of each BMP

1	If prior to March 1 of reporting year, Facility 2 has only collected samples from two (2) or 3 fewer QSEs, collect samples during as many 4 QSEs as necessary for the remainder of the 5 reporting year until a minimum of four (4) 6 storm events have been sampled for the 7 reporting year. No two (2) samples may be from 8 the same storm event.	II.B.15	March 1, annually
9	Take photographs of the storm water discharge 10 and discharge location when samples are 11 collected.	II.B.15	Commensurate with sample collection
12	Notify Coastkeeper when sample results are 13 uploaded to SMARTS.	II.B.15	Within 24 hours of upload
14	Develop and implement employee training 15 program.	II.D.19- 20	Effective Date + 30 days
16	Submit to SMARTS a Level Exceedance 17 Response Action Technical Report for copper, 18 zinc, and aluminum. Email Coastkeeper a copy 19 of report.	II.E.21	January 2, 2023; Within 10 days of submission
20	Amend SWPPP.	II.G.26	Effective Date + 30 days
21	Revise SWPPP if there are any changes in the 22 Facility's operations, including but not limited 23 to changes to storm water discharge point(s) or 24 changes or additions to the BMPs at the 25 Facility. Submit to Coastkeeper.	II.G.27- 28	Revise SWPPP within 30 days of occurrence of said events. Submit to Coastkeeper within 30 days of revision.
26	Compliance monitoring payment.	II.H.30	Effective Date + 45 days
27	Provide Coastkeeper with agency 28 correspondence and documents	II.H.31	Concurrently or within 10 days of receipt

1	Mitigation payment.	II.I.32	Effective Date + 45 days
2	Fees and costs payment.	II.I.33	Effective Date + 45 days
3	Stipulated payments.	II.I.34	Within 45 days of missed deadline

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EXHIBIT 1



Notes:

- pH adjustment to convert metals to hydroxides
- Flocculant added to increase particle size prior to media filtration
- Media is 50/50 blend of zeolites and AOC
- 2x 700SFT 20-micron cartridge filters
- 25 min retention for chemistry operation and for backflush
- ~100 gpm flow rate

EXHIBIT 2

